

PW15122

AS-NEEDED SANITARY SEWER ENGINEERING DESIGN,
PROJECT MANAGEMENT, AND OTHER SUPPORT SERVICE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 19th day of July, 2017.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a subdivision of
the State of California, hereinafter referred to as
County, on behalf of the County, on behalf of
County of Los Angeles Sewer Maintenance
Districts, formed pursuant to Chapter 4 of the
Health & Safety Code, hereinafter referred to as
Districts

AND

HDR ENGINEERING, INC.
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated June 20, 2017. Consultant's proposal, Request for Proposals – AED7740015 (RFP), and Notice to Proposers A to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant an annual-aggregate maximum not to exceed contract amount of Five Million Dollars (\$5,000,000) in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment 3. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated June 20, 2017, up to an annual-aggregate maximum not to exceed contract amount of \$5,000,000. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- c. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- d. A Cost of Living Adjustment will not be granted for this Agreement.

- e. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The term of this Agreement shall be for a period of two years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for three additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The

County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and

made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Contractor. Full- time means 40 hours or more worked per week, or a lesser number of hours if:
1) the lesser number is a recognized industry standard as determined by the County, or
2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement.

The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis

for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which County determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings, or Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant

shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-

paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.

- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Business Relations and Contracts Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2325

CONSULTANT

HDR Engineering, Inc.
801 South Grand Avenue, Suite 500
Los Angeles, CA 90017-4633
(714) 730-2325

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under

this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2017 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may

direct.

- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those

elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
 - i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and

shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by

County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.
- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2325

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.

- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.

- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the

Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.

- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be

deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.

- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all

individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates

are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress

management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any

obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Entire Agreement


This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.


IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES
Acting on behalf of the
County of Los Angeles
Sewer Maintenance Districts

HDR ENGINEERING, INC.

By 
Deputy Director
Department of Public Works

By 
Vice President

By 
Secretary Vice President

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On JUNE 29, 2017 before me, Wendy L. MENDEZ, Notary Public
(insert name and title of the officer)

personally appeared AARON MATTHEW MEILLEUR
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

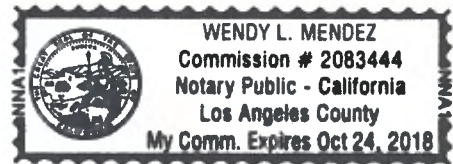
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Wendy L. Mendez

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On JULY 3, 2017 before me, WENDY L. MENDEZ
(insert name and title of the officer)

personally appeared KIP DAREN FIELD
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

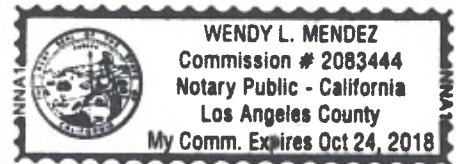
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Wendy L. Mendez

(Seal)



CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors dated May 17, 2017, the following resolution was unanimously adopted:


"RESOLVED, that effective immediately and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:

. . . Amy A. Gilleran – Senior Vice President . . .
. . . Kip D. Field – Vice President . . .
. . . Aaron M. Meilleur – Vice President. . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED May 31, 2017.

(CORPORATE SEAL)


Bonnie J. Kudron, Asst. Secretary

June 20, 2017

ATTACHMENT 1
**AS-NEEDED SANITARY SEWER ENGINEERING DESIGN,
PROJECT MANAGEMENT, AND OTHER SUPPORT SERVICE
HDR ENGINEERING, INC.**

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated September 19, 2016, Notice to Proposers A, and the Consultant's proposal dated October 17, 2016, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing sewer maintenance engineering design, project management, inspection, and other support services. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

The Consultant, under the County's formal direction, shall provide support services for project identification, program development, and project management, project design, and project scheduling and delivery as a member of the County of Public Works Project Delivery Team. All work shall be performed in conformance with Public Works' policies, procedures, and standards, and in accordance with this Scope of Services.

Specific work shall be assigned to the Consultant through task orders issued by the Public Works' Project Manager. The Consultant shall cooperate with Public Works, other involved agencies, and other consultants working on each task order.

All work products furnished by the Consultant shall be of quality acceptable to Public Works. Products shall be of neat appearance, well-organized technically and grammatically correct, checked, dated, and shall have author/designer and checker identified. The minimum standard of quality for work products shall be that of similar work products produced by Public Works. The Consultant shall modify all work as necessary to provide acceptable level of quality.

All work shall comply with pertinent Federal, State, City, and County guidelines, policies, and procedures. The services to be provided by the Consultant may include the following tasks:

1. Collection Systems

These services may range from the identification and development of rehabilitation projects for the assets owned and maintained by the Consolidated Sewer Maintenance District. The Consultant shall be familiar with and comply

with the current Public Works standards and parameters when performing these services. The types of services and improvement projects may include, but are not limited to, the following:

- Field investigation of existing sewer collection assets and facilities and identify necessary improvements
- Project design concepts
- Analysis of and/or preparation of plans/reports for the design of new or rehabilitated gravity sewer or relief lines
- Plans, Specifications, and Estimates (PS&E)
- Engineering Calculations
- Plan check of sewer design plans
- Construction management
- Inspection of sewer construction projects
- Project management services
- 'As-Built' drawings
- Development and implementation of sanitary sewer overflow (SSO) reduction programs

2. Condition Assessment

- Closed-Circuit Television inspection and reporting following NASSCO PACP protocol and in Granite XP software program
- Update or revision of Sewer System Management Plans
- Completion of audit reports for the Regional Water Quality Control Board

3. Wastewater Pump Stations & Treatment Plants

- Design Guideline Review and Development
- Plan Review
- Operation & Maintenance Review
- Equipment Evaluation and Procurement Assistance
- Operational Permit Assistance
- Sampling and Laboratory Testing
- Condition Assessment
- Design
- Permitting and Environmental Reporting
- Cost Estimating
- Inspection Services
- Construction Management
- Project Management

4. Maintenance Management System

- System Design, Implementation, and Procurement
- Technical Support
- Research, Development and Design
- GIS Studies and Support

5. Litigation Support

- Legislative Support and Advocacy
- Forensic Studies
- Expert Witnesses
- Code Interpretation
- Code Development
- Development of Risk Management Strategies and Programs

6. Specialty Needs

- Odor Studies
- Flow Measurement
- Flow Studies
- Sewer Master Plans
- Fee Studies
- Training
- System program evaluation and audits
- Other special studies
- Procurement and Implementation of specialty software and equipment
- Safety/Risk Management

7. Personnel/Staffing

The Consultant must have on staff a licensed Civil Engineer authorized to practice in the State of California. In addition, the Scope of Services set forth specialty license requirements (i.e. survey, geotechnical), experience requirements, and certification requirements (i.e. Pipeline Assessment and Certification Program). The Consultant shall be required to demonstrate to County's satisfaction before Public Works issues any task orders that the Consultant and its subconsultants possess these specialty license, experience, and certification requirements. The required licenses and certifications for Consultant and its subconsultants shall remain valid throughout the term of the contract.

All professional staff provided by the Consultant shall be approved by the County and shall not be removed or replaced without prior consent of the County. If a change in personnel is required, the consultant shall submit, at a minimum, the names and resumes of two candidates for the replacement for County approval 30 days prior to the effective day of the change. In addition, the County, at its sole discretion, reserves the right to direct the Consultant to remove from the project any member of the Consultant's staff. The Consultant shall be responsible for replacing any such staff for the County's approval within 14 days of the effective date of removal.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

Individual work orders including specific scope of work will be issued to the Consultant throughout the duration of the contract. The Consultant will have seven (7) working days to submit a schedule showing the start and completion dates of all anticipated work, as well as a cost estimate including labor hours to complete the work.

COMPENSATION

The Consultant shall be compensated monthly, based on work completed and approved by the County, or in accordance with a project specific fee schedule that will be based on project deliverables approved by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. **Mileage is not reimbursable, unless pre-approved in writing by County.**

Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal.

Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP.

Invoices shall conform to Public Works' Invoicing Instructions. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Fees (**ATTACHMENT 3**).

Any related-work requested but not listed in the Schedule of Fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved by the County.

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. To the fullest extent permitted by California Civil Code Section 2782.8, the Consultant shall (1) immediately defend and (2) indemnify the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents

(defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and

its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

ATTACHMENT 3

HDR ENGINEERING, INC.
Southern California Operations
STANDARD CHARGES FOR PROFESSIONAL SERVICES
Effective Duration of the Contract

	Rate \$/hr
ENGINEERING	
Principal-in-Charge	300
Principal Utility Mgt Consultant	300
Senior Utility Mgt Consultant	285
Utility Management Consultant	235
Assistant Utility Mgt Consultant	185
Senior Engineering Manager	320
Engineering Manager	305
Senior Project Manager	280
Project Manager	250
Senior Project Engineer	260
GIS Specialist	210
Project Engineer	180
Staff Engineer	140
Engineering Intern	75
CADD/BIM	
Principal Designer	250
Senior Designer	200
Designer	150
Assistant Designer	100
CONSTRUCTION AND FIELD	
Senior Construction Manager	270
Construction Manager	220
Senior Resident Engineer	200
Resident Engineer	160
Field Engineer	130
Senior Technician	170
Technician	115
Senior Construction Inspector	220
Construction Inspector	190
ADMINISTRATIVE	
Senior Project Accountant	180
Project Accountant	160
Administrative Supervisor	170
Project Coordinator	100
Communications Coordinator	170
Administrative Assistant	90
Document Production Specialist	135

April 10, 2017

Tiffany Neptune*Project Coordinator | Irvine Wellness Co-Chair***HDR**3230 El Camino Real, Suite 200
Irvine, CA 92602
D 714.730.2397
tiffany.neptune@hdrinc.com

Re: County of Los Angeles: As-Needed Sewer Maintenance Engineering Design, Project Management, Inspection, and Other Support Services – ADS Fee Schedule.

Dear Tiffany,

ADS will price each assignment based on the specifics of the work and will offer lump sum or unit pricing by task. The number of monitoring locations, complexities of each site, prior ADS experience at a given location and other factors impact overall costs. Hourly rates for flow/depth/rain monitoring services are detailed in the following table.

Sewer Flow/Depth/Rain Monitoring Services	
Position	Hourly Rate
Senior Region Engineer (Calif. PE)	\$ 218.00
Sr. Project Manager	\$ 200.00
Field Manager	\$ 150.00
2-Person CSE Crew with Vehicle	\$ 300.00
Data Analyst	\$ 110.00
Senior Data Analyst	\$ 150.00

Flow meter rental=\$50.00 per/day.

*Pricing Assumptions: prevailing wages does not apply, ADS is supplying flow/depth/rain data only (not maintaining County's assets or doing construction). Any applicable Federal, state, or local taxes are not included; No W/MBE requirements; Light traffic and standard traffic control requirements assumed (traffic cones); No night work assumed. Our rates are valid for the duration of the contract.

Regards,

Robert Larson



BLUE CYPRESS

CONSULTING

Schedule of Rates: Duration of Contract

Senior Utility Management Consultant	\$ 261.00
Utility Management Consultant III	\$ 230.00
Utility Management Consultant II	\$ 200.00
Utility Management Consultant I	\$ 165.00
Senior GIS Analyst, Senior Business Analyst	\$ 138.00
GIS Analyst, Business Analyst III	\$ 128.00
GIS Analyst, Business Analyst II	\$ 119.00
GIS Analyst, Business Analyst I	\$ 105.00
Administrative Support	\$ 87.00

PO Box 2766
Decatur, GA 30030
Phone: 404.824.7607
Email: caroline.evans@bluecypress-consulting.com
www.bluecypress-consulting.com



BLUE HERON
ENGINEERING

Hourly Rate Schedule

Duration of the Contract*

LABOR

Labor Category	Hourly Rate
Principal Project Manager / Consultant	\$170
Senior Operations Trainer	\$165
Project Manager / Specialist / Task Leader	\$127
Environmental Specialist	\$95
Technical Writer/Editor	\$95
Office / Clerical Assistant	\$55

Blue Heron Engineering Services, Ltd.

P.O. Box 1508

Dublin, Ohio 43017 USA

+1 (614) 425-7462

info@blueheronengineering.com

**Applicable to all professional services provided at either Blue Heron or client facilities within the United States of America.*

NOTE: Blue Heron Engineering Services, Ltd (dba Blue Heron Engineering Services, LLC in the State of Washington) is licensed and authorized to practice civil engineering in Alabama, Ohio, Kentucky, Michigan, Wisconsin, and Washington and does not offer to provide professional engineering services in other states.

Blue Heron is a Woman-Owned Small Business and certified Disadvantaged Business Enterprise



320 North Larchmont Boulevard
Los Angeles, California 90004
Phone: 323-466-3445
Fax: 323-466-8653
www.cerrell.com

Exhibit A
Cerrell Associates, Inc.
Schedule of Hourly Rates
Duration of the Contract

	Standard Rate	Non-Profit / Government Discounted Rate (15%)
Chairman and CEO	\$400	\$340
President	\$350	\$298
Chief Strategy Officer	\$300	\$255
Vice President	\$300	\$255
Associate Vice President	\$275	\$234
Chief Financial Officer	\$275	\$234
Sr. Director of Public Affairs	\$275	\$234
Director of Public Affairs	\$275	\$234
Public Affairs Manager	\$250	\$213
Sr. Account Executive	\$225	\$191
Account Executive	\$175	\$149
Sr. Account Coordinator	\$125	\$106
Account Coordinator	\$100	\$85
Administrative Assistants/Research Assistants	\$85	\$72
Interns	\$35	\$30



Fee Schedule

(Duration of Contract)

PERSONNEL CHARGES

The charge for all time required for the performance of the Scope of Work, including office, field and travel time, will be billed at the hourly rate according to the labor classifications set forth below:

Labor Classification	Hourly Rate
Sr. Safety Specialist	\$190
Sr Project Engineer/Geologist/Scientist - I	\$190
Sr Project Engineer/Geologist/Scientist - II	\$210
Principal Geologist	\$235
Principal	\$235

Emergency response will be charged at a rate of 1.5 times the standard hourly rate.

When EEC Staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard hourly rate.

Payment Terms

Net 30 days apply to all work performed and invoiced unless superseded by a specific executed contract.

Interest Charges

Interest on late payments will be charged at the rate of 1.5% per month.

Travel

Vehicles used on project assignments will be charged at \$50 per day.

Field Equipment

Field Equipment is billed at standard unit costs. Rate schedules are available upon request.

Subcontractors and Reimbursables

The costs of subcontractors, materials, equipment rental and costs incurred will be charged at cost.

Other Project Charges

The cost of additional report reproduction and special project accounting will be billed as appropriate. Plotting plans are charged by size, black and white or color, and by the number of copies supplied.

Shipping and Postage

Shipping charges include couriers and the postage necessary will be charged at cost.



COST BASELINE/FEE SCHEDULE

Confined Space Entry Support
Traffic Control
Safety/Risk Management
Safety Training
Policies and Procedures

Consultation Fees		
Experts	Level	Hourly Rate
Advanced Specialist	Certified Safety Professionals Certified Industrial Hygiene	\$265
Construction Specialist	Construction Health and Safety Technicians (CHST)	\$225
Safety Specialist	Safety Specialist Levels I/II	\$175
Short Term Personnel Placement (5 days or more)	CHST, Safety Specialist I & II	\$125
Project Manager	Consulting Jobs Only	\$65

Training Fees			
Project Phase	Hours/ Per Day	Rate	Maximum No. Students per session
Program Development		\$125hr	
Training	8 hr.	\$1800	15
Training Multiple days (1 continuous course)	8hr/pd.	\$1500	15
Training	2/4hr.	\$1200	15

TERMS AND CONDITIONS

The Project Sponsor will compensate ehsInc at agreed upon rates stated in Fee Schedule. The terms of this Agreement will expire when the tasks described have been completed. Payment: ehsInc will invoice the client monthly for services rendered. Terms: Net thirty (30). Any breach of this Agreement will relieve ehsInc from the obligation to continue work. Project Sponsor Information: Project Sponsor warrants the accuracy and completeness of information supplied by it or its agent to ehsInc and acknowledges that ehsInc is relying upon such information or data in preparation of this proposal and rendering of services without further verification by ehsInc as to its accuracy or completeness.

CANCELLATION POLICY

The CLIENT and/or CONSULTANT, shall be entitled to terminate this agreement upon 30 (thirty) days written notice. If the CLIENT has a period of inactivity of more than three months ehsInc shall be entitled to terminate this agreement and request payment in full of work conducted to date. Work outside of Southern California (defined as Orange County, Los Angeles County and Riverside County) travel, lodging, rental costs will be added to the consulting work cost. The terms of this Agreement may be extended upon mutually acceptable Purchase Order and Change Order.

CANCELLATION POLICY TRAINING:

Cancellation terms and conditions as specified: No-shows are non-refundable and are responsible for payment in full. Cancellations less than 3 (three) business days prior to event will result in a charge equal to 50% of total billed amount per class to offset costs and time associated with the project; unless otherwise contracted in writing. Should any equipment be damaged in the process of or as a result of the training event, the company will be responsible for replacing the equipment at full value.

LACDPW RATE SHEETS

First 8 Hours

<u>Confined Space Tech</u>	<u>97.00</u>
<u>Confined Space Leadsman</u>	<u>103.00</u>
<u>Confined Space Foreman</u>	<u>113.00</u>
<u>Supervisor</u>	<u>133.00</u>
<u>Project Manager</u>	<u>150.00</u>
<u>Consultant</u>	<u>200.00</u>
<u>Crane Operator</u>	<u>120.00</u>
<u>Welder Fabricator</u>	<u>155.00</u>
<u>Admin:</u>	<u>82.00</u>

EQUIPMENT RATES:

	<u>Hourly</u>
Crane	125.00
Combo Tool Truck	62.00
Mechanic's Truck	77.00
Ford Stake bed Truck	42.00
Dump Truck	87.00
Utility Truck (Pick up)	32.00
Confined Space Entry Equipment/SCBA (Each Set Up)	94.00
Video Equipment	34.00

Trailer Mounted Manhole Blower	70.00	
Water (Buffalo) Trailer	32.00	
Trailer Mounted Compressor w/ 30 & 90 lb. Jackhammers	40.00	
Welding Trailer	32.00	
26 KV Generator	37.00	
4" Pump: Submersible	37.00	
6" Pump: Submersible	48.00	
4" Discharge Hose	20.00/50 ft.	Minimum
6" Discharge Hose	40.00/50 ft.	Minimum
2" submersible Pump (electric)	15.00	
1-1/2" x 50' Flood Hose	19.00	Minimum
Garden Hose Pump	2.00	
Diaphragm Pump	14.00	
Concrete Saw (walk behind)	43.00	
Chain Saw	18.00	
Gas Power Cut-Off Demo Saw	19.00	
Chop Saw	49.00	Minimum
Vibe- Plate	20.00	
Rotor Hammer	14.00	

Wacker	22.00	
Power Puff	19.00	
Generator-small	14.00	
Transit	89.00	
Grade Level Laser	24.00	
Laser Level	72.00	Minimum
Line Unit	154.00	Minimum
Extension Ladder	22.00 (14'-36')	Minimum
Cement Mixer	18.00	
Porta Power	9.00	
Pole Hole Auger	17.00	
Self-Contained Confined Space Van/ Trailer	135.00	Minimum
Car & Enclosed Utility Trailers	65.00	Minimum
Office Trailer	25.00	Minimum
Magnetic Base Drill	12.00	
Core Drill W/ 1 Bit	23.00	
Fire Monitor	14.00	
Canopy/EZ-Up	45.00	Minimum
6" GAS FLAP	88.00	-----
10" GAS FLAP	115.00	-----



2525 S. Yale Street, Santa Ana, CA 92704
(714) 434-9196 Fax: (714) 434-3762

Coveralls	9.00	Minimum
Gloves	2.00	Minimum

ALL JOBS ARE A 4 HOUR MINIMUM

NOTE: Rates **DO NOT** include travel charges, delivery charges, fuel charges or environmental charges. These will be charged at cost.

Contract: PW13667
 Consultant: KOA Corporation
 Date: 4/10/2017

NORMAL	Fringe Benefit %	57.12%	+	Overhead %	49.95%	+	G&A %	67.59%	=	Combined %	174.66%
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FEE % = 10% (= 0% if Included in OH)
 (= 0% if Included in OH)
 Salary Increase 0.00%

Name / Classification	Hourly Billing Rates	Effective date of hourly rate
	Straight	From To
Project Manager - Doug Yeh	\$238.68	Duration of the Contract
Principal Transportation Planner - Joel Falter	\$293.82	Duration of the Contract
Senior Engineer Traffic Design - Walter Okitsu	\$222.06	Duration of the Contract
Senior Engineer - Stephan Bise	\$158.62	Duration of the Contract
Senior Engineer - Giuseppe Canzonieri	\$154.08	Duration of the Contract
Associate Designer - Edward Okitsu	\$108.92	Duration of the Contract
Associate Designer - Albert Kam	\$98.34	Duration of the Contract
Assistant Engineer - Ana Sanchez	\$95.17	Duration of the Contract
Assistant Engineer - Anthony Wong	\$89.13	Duration of the Contract
Assistant Engineer - Tiffany Yeh	\$86.11	Duration of the Contract
Assistant Engineer - Victor Rodriguez	\$84.60	Duration of the Contract
Senior Designer - Joel Bernal	\$135.96	Duration of the Contract
Administrative - Babara Martinez	\$108.61	Duration of the Contract
Intern - Various	\$54.38	Duration of the Contract

LEE & RO, Inc.
5 YEAR BILLING RATE SCHEDULE

Effective for the Duration of the Contract
(County of Los Angeles As-Needed Sewer Maintenance Engineering Services)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$240
Engineer 7	E7	Supervising Engineer	\$216
Engineer 6	E6	Principal Engineer	\$194
Engineer 5	E5	Senior Engineer	\$175
Engineer 4	E4	Engineer	\$159
Engineer 3	E3	Associate Engineer	\$142
Engineer 2	E2	Assistant Engineer	\$126
Engineer 1	E1	Junior Engineer	\$110
CAD / DESIGNERS			
Designer 6	T6	Principal Designer	\$159
Designer 5	T5	Senior Designer	\$142
Designer 4	T4	Designer	\$126
Designer 3	T3	Associate Designer	\$110
Designer 2	T2	Assistant Designer	\$95
Designer 1	T1	Junior Designer	\$81
FIELD PROFESSIONALS			
Field Professional 6	F6	Construction Manager	\$194
Field Professional 5	F5	Senior Resident Engineer	\$175
Field Professional 4	F4	Resident Engineer	\$159
Field Professional 3	F3	Senior Inspector	\$142
Field Professional 2	F2	Inspector	\$126
Field Professional 1	F1	Assistant Inspector	\$110
ADMINISTRATIVE			
Administrative 4	A4	Administrative Supervisor	\$126
Administrative 3	A3	Senior Word Processor	\$110
Administrative 2	A2	Word Processor	\$95
Administrative 1	A1	Administrative Assistant	\$81

R a t e S h e e t

This is the standard hourly rate for the

Standard Hourly Rate \$85 per hour (all i
The fee schedule covers the 'du
agreement period, and there will
adjustments' included in the con

Special Provision/s Consultant will wor
will visit to client's office wh
determined by the consultant and
Consultant will be communicating
telephone and net-meeting.



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
AS-NEEDED SEWER MAINTENANCE ENGINEERING DESIGN,
PROJECT MANAGEMENT, INSPECTION, AND OTHER SUPPORT SERVICES**

FEE SCHEDULE (Duration of the Contract)

Classifications	Hourly Billing Rate		
	Straight	OT (1.5 X)	OT (2 X)
Senior Engineer/Project Manager	\$185	N/A	N/A
Environmental/Sanitation Engineer	\$145	N/A	N/A
Senior Cost Estimator	\$170	N/A	N/A
Civil Engineer	\$150	N/A	N/A
Project Engineer/Utility Coordinator	\$140	N/A	N/A
Project Construction Manager	\$170	N/A	N/A
Project Engineer/GIS Specialist	\$105	N/A	N/A
Utilities Inspector/Sewer Technician	\$145	\$175	\$205
Senior Inspector	\$145	\$175	\$205
Senior Construction Inspector	\$145	\$175	\$205

SCHEDULE OF FEES

Rates Valid Duration of the Contract

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist.....	\$ 195
Senior Engineer/Geologist/Environmental Scientist.....	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 185
Project Engineer/Geologist/Environmental Scientist.....	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 160
Staff Engineer/Geologist/Environmental Scientist.....	\$ 145
GIS Analyst.....	\$ 125
Field Operations Manager.....	\$ 125
Supervisory Technician.....	\$ 115
Nondestructive Examination Technician, UT, MT, LP.....	\$ 109
ACI Concrete Technician.....	\$ 109
Concrete/Asphalt Batch Plant Inspector.....	\$ 109
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 109
Senior Field/Laboratory Technician.....	\$ 106
Field/Laboratory Technician.....	\$ 103
Technical Illustrator/CAD Operator.....	\$ 103
Information Specialist.....	\$ 85
Geotechnical/Environmental/Laboratory Assistant.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 75

OTHER CHARGES

Expert Witness Testimony.....	\$ 400 /hr
PID/FID Usage.....	\$ 160 /day
Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
Anchor load test equipment (includes technician).....	\$ 150 /hr
Hand Auger Equipment.....	\$ 80 /day
Inclinometer Usage.....	\$ 50 /hr
Vapor Emission Kits.....	\$ 50 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 40 /p/d
Rebar Locator (Pachometer).....	\$ 40 /hr
Nuclear Density Gauge Usage.....	\$ 25 /hr
Field Vehicle Usage.....	\$ 16 /hr
Direct Project Expenses.....	Cost
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING

Rates Valid Duration of Contract

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D., D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

Reinforcing and Structural Steel

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

Concrete

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

Asphalt Concrete

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

Aggregates

Clay Lumps and Friable Particles, C 142	\$ 160
Cleanliness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

Roofing

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



A LA CARTE TESTING FEES. [Download Lab Request Form](#)

Method	Parameter	Rate
SM 2310 B	Acidity (Total as CaCO_3)	\$25.00
SM 2320 B	Bicarbonate (Total as CaCO_3)	\$25.00
SM 2320 B	Alkalinity (Total as CaCO_3)	\$25.00
SM 4500- NH_3	Ammonia – Nessler (NH_3 -N)	\$25.00
HACH 830	Ammonia – Salicylate (NH_3 -N)	\$25.00
ASTM D 512B	Chloride (CL)	\$20.00
AASHTO T 291	Chloride (CL)	\$20.00
Caltrans CTM 422	Chloride (CL)	\$20.00
SM 2510 B	Conductivity (mS/cm)	\$25.00
AASHTO T 288	Minimum Resistivity (ohm-cm)	\$40.00
Caltrans CTM 643	Minimum Resistivity (ohm-cm)	\$40.00
ASTM D 2216	Moisture Content & Density	\$20.00
SM 4500- NO_3	Nitrate – Cadmium Reduc. (NO_3 -N)	\$25.00
HACH 835	Nitrate – Dimethylphenol (NO_3 -N)	\$25.00
ASTM G 51	pH (H^+)	\$20.00
AASHTO T 289	pH (H^+)	\$20.00
Caltrans CTM 643	pH (H^+)	\$20.00
SM 2580 B	Redox Potential (mV)	\$25.00
ASTM G 57 [4 pin method]	Resistivity – As Received & Saturated (ohm-cm)	\$40.00
ASTM G 187 [2 pin method]	Resistivity – As Received & Saturated (ohm-cm)	\$40.00
ASTM D516	Sulfate (SO_4^{2-})	\$20.00
AASHTO T 290	Sulfate (SO_4^{2-})	\$20.00
Caltrans CTM 417	Sulfate (SO_4^{2-})	\$20.00
SM 4500- S^{2-}	Sulfide (S^{2-})	\$35.00
ASTM D 5334, IEEE 442-1981	Thermal Resistivity Dry-Out Curve (Three points = \$200+\$100+\$100) at Optimum Moisture%, ~50%, 0% moisture. \$100 per additional point. For Undisturbed samples; 4"(IEEE) or 8"(ASTM) height total needed, 2" minimum diameter.	\$400.00
ASTM D 698, D2216, D 2937	Soil remolding at optimum moisture and density	\$50.00
ASTM D-1126 HACH 8030	Calcium (Ca^{++})	\$20.00
ASTM D-1126 or HACH 8030	Total Hardness in Water	\$30.00
ASTM D5907	Total Dissolved Solids (TDS)	\$20.00
HACH 8033	Lead (Pb)	\$30.00
Water Corrosivity Report	Langelier (LSI), Ryzner (RSI), & Puckorius (PSI) Scaling Index results with interpretation	\$100.00



ADDITIONAL SERVICES:

- **Soil sample collection, coating adhesion testing, isolation joint testing, or corrosion surveys**, Southern California **site visit** cost depends on distance from site to Project X Corrosion office.
- **Soil Corrosivity and Corrosion Evaluation report** with corrosion control recommendations and estimated corrosion rates of materials \$1,200 per site or alignment. In order to provide the most comprehensive report, we recommend the \$150 per soil sample test package consisting of pH, Minimum Resistivity, Sulfate, Chloride, Sulfide, Ammonia, Nitrate, REDOX.
- **Wenner 4 pin soil resistivity tests** (2, 5, 10, 25, 50 ft spans) \$300 per location + travel to perform North-South and East-West line readings for sites without existing asphalt or underground utilities. (Includes data report with map) If asphalt or existing utilities exist, additional \$200 fee "for hole drilling per line" and \$200 fee for Underground Services (USA) research. *For pipeline alignments we recommend testing every 1000 ft to identify corrosive layers below ground.*
- **Soil thermal resistivity tests** \$200 for first point, \$100 each additional point for dry out curve. Require at least four(4) points for Dry Out Curve. \$50 remolding charge if needed using client specified optimal Moisture Content and Maximum Dry density. Minimum 4 inches tall, 2 inch diameter undisturbed sample rings.(includes data report)
- **In field soil thermal resistivity testing** in trench also possible. (\$200/reading + travel)
- **Anode Testing (Anode Wire continuity test)** \$425 fixed fee per 10 anodes, plus \$200 per additional 10 anodes. All anode wires should be disconnected before we arrive. (Includes PE Stamped letter report)



Fee Schedule

Forensic Engineer Eduardo Hernandez, PE / Principal Engineer	\$300/hr
Forensic Engineer Victor Medina, PE (Finite Element Analysis)	\$250/hr
Forensic Engineer Ernesto Padilla (Corrosion investigations)	\$250/hr
Forensic Engineer Josh Yanes (Accident Reconstruction/Arson)	\$250/hr
Senior Corrosion Engineer	\$200/hr
Project Manager	\$175/hr
Corrosion Engineer / CP Specialist	\$150/hr
Corrosion Field Technician	\$110/hr
Machining - Pipe Cutting	\$100/hr
Metallography- Failure Analysis	\$225/hr
Microbiologically Induced Corrosion Testing (MIC)	\$450 per sample received
NACE Coating Inspector	\$100/hr
Drafting	\$100/hr
Clerical / Technician	\$75/hr
Mileage	\$1/mile

Discount for early payment: Terms 5% discount if paid in full within 30 days.

All time is charged portal to portal from Murrieta. There is a 2-hour minimum for deposition, arbitration, and trial testimony. These rates apply to regular and travel time. Personnel time is billed in one-hour increments. Overtime for non-engineers will be charged at 1.5 times the above rates.

Meal and incidental expenses (M&IE) during travel will be charged as per diem per Federal Government CONUS rates. Permits, fees, and rental of special equipment will be charged at cost plus 15%.

Compensation for services performed will not be contingent upon the necessity of client to receive payment from other parties. All items stored on our premises are subject to a storage fee.

Trial, hearing or deposition testimony is charged at 1.5 times the hourly rate shown above.

All rates will stay for duration of the contract.

Effective 1/2017

FIELD and HOME OFFICE RATE SCHEDULE

CLASSIFICATION TITLE	DURATION OF THE CONTRACT
Vice President/Director	\$257.00
Technical Advisor	\$236.00
Sr. Program Manager	\$221.00
Sr. Technical Specialist	\$200.00
Program Manager	\$190.00
Sr. Project Manager	\$175.00
Project Manager/Tech Lead	\$159.00
Sr. Project Engineer	\$139.00
Project Engineer	\$123.00
Technical Specialist	\$118.00
Data Analyst	\$113.00
Tech (GIS & CAD)	\$113.00
Field Tech	\$97.00
Mechanical Design	\$97.00
Admin	\$66.00



SDVOSB . DVBE

SCST, Inc.

Schedule of Fees for Professional Services California Prevailing Wage

Effective Dates: Duration of the Contract

SCST, Inc.
Corporate Headquarters
6280 Riverdale Street
San Diego, CA 92120
P 619.280.4321
T 877.215.4321
F 619.280.4717
W www.scst.com

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$174
Senior Professional	155
Project Professional	115
Staff Professional	96
Drafter	77

Technician & Inspector

Quality Control Specialist	\$87
Lab Technician	82
Building Inspector	82
Group 1	106
Group 2	110
Group 3	114
Coring	126

Project Management

Senior Project Manager	\$156
Project Manager	124
Administrative Assistant	55

Travel and Miscellaneous

Pick Up	\$66/trip
Travel Time	Hourly Rate
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	normal rate plus 50%

LABORATORY TESTS

Soil and Aggregate

Absorption Coarse Aggregate (Cal 206, ASTM C127)	\$38
Absorption Fine Aggregate (Cal 207, ASTM C128)	38
California Bearing Ratio includes Max Density Method C (ASTM D854)	618
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate/Per Size (ASTM C142)	150
Cleanness Value – 1" and Smaller (Cal 227)	200
Cleanness Value – Larger than 1' (Cal 227)	225
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles/Size (Cal 205, ASTM D693)	121
Direct Shear (ASTM D3080)	208
Durability Factor (Cal 229, ASTM D3744)	97



Soil and Aggregate - Continued

Durability Index (Cal 229, ASTM D3744)	\$224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces/Size (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	58
Los Angeles Abrasion – larger than 1 1/2" (Cal 211, ASTM C535)	237
Los Angeles Abrasion – 1 1/2" and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture - 4" (ASTM D1557)	200
Maximum Density/Optimum Moisture - 4" (ASTM D698)	200
Maximum Density/Optimum Moisture - 6" (ASTM D1557)	220
Maximum Density/Optimum Moisture - 6" (ASTM D698)	200
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density –Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample includes Maximum Density (ASTM D2434)	400
Permeability Remold Sample includes Maximum Density (ASTM D5084)	560
Permeability Undisturbed Sample (ASTM D5084)	360
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	126
Plastic Limit (Cal 204, ASTM D4318)	69
Plasticity Index (Cal 204, ASTM 4318)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	90
Sieve Analysis Pit Sample (Cal 202, ASTM C136)	128
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1633)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles/Size (Cal 214, ASTM C88)	120
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	69
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	74
Triaxial Shear Consolidated-Undrained (ASTM D4767)	330
Triaxial Shear Unconsolidated-Undrained (ASTM D2850)	150
Triaxial Staged Consolidated-Undrained (ASTM D4767)	420
Triaxial Staged Unconsolidated-Undrained (ASTM D2850)	210
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

Asphalt Concrete

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	\$833
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	465
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	178
Gyratory Compacted Plug (AASHTO T312)	133
Hamburg Wheel-Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem – Maximum Bulk Specific Gravity (Cal 308)	133



Asphalt Concrete - Continued

Hveem & Stabilometer Value (Cal 366)	\$168
Ignition Oven Correction Factor (AASHTO T308)	500
Marshal Density, Stability & Flow (ASTM D6927) per plug	168
Marshal Density (ASTM D6926) per plug	133
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	259
Optimum Bitumen Content (Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	183
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444)	89
Stability and Flow (ASTM D1559)	147
Stabilometer Value (Cal 366)	147
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,050
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35/Cal-Trans Section 39)	6,700
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	5,700
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	2,850
Swell Asphalt Concrete (Cal 305, ASTM D1561)	147
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	285

Concrete

2X2 Cube Compression	\$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores – Compression (CBC)	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Beam (Cal 523, ASTM C192)	69
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	38
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$38
Compression Adobe	52
Compression Block, Standard (ASTM C140)	50
Compression, Brick (ASTM C67)	38
Efflorescence Block	59
Efflorescence, Brick (ASTM C67)	45
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	92
Masonry Prism Compression (ASTM E447)	149
Mortar Bond Strength – Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53
Relative Mortar Strength (Cal 515)	53
Shrinkage – Masonry Block (ASTM C426)	252
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	468



Metal

Bend Test, Reinforcing Steel (ASTM A615)	\$45
Bend Test, Structural Steel (ASTM A370)	60
Bolt Assembly – Hardness Test	74
Bolt Assembly – Tensile & Proof Load Test	74
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength #3 - #8 Bar (ASTM A615/A706)	74
Tensile Strength #9 - #11 Bar (ASTM A615/A706)	90
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	185
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	250
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength, Structural Steel (ASTM A370)	121

Miscellaneous

Fire Proofing Density Test (ASTM E605).....	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039).....	520
Rebound Hammer Calibration	40
Material Preparation	40/hr
Relative Humidity Test (ASTM F2170)	40/kit
Concrete Vapor Emission Kits (ASTM F1869)	36/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense.....	Various

TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- The Client will be invoiced for 2 hours for all cancelations received after 5:00pm the day prior to which work is scheduled
- The Client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic copulent, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCST for this project become subject to state or federal prevailing wage requirements, SCST will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.

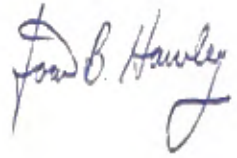
Celebrating more than 50 Years in Southern California



Superior Engineering, LLC

MEMO

TO: Michael Flores, HDR Inc
CC: Tiffany Neptune, HDR, Inc.
FROM: Joan B. Hawley, P.E. President Superior Engineering, LLC
DATE: April 10, 2017
SUBJECT: Rate Structure - County of Los Angeles As-Needed Sewer Maintenance Engineering Design, Project Management, Inspection, and Other Support Services



For the above reference project Joan B. Hawley, P.E. will be part of the HDR team. Her rate will be \$167 for the duration of the contract.

If you have any questions, please contact me at 414.232.1520 or joan@superior-eng.com.



V&A Consulting Engineers

Duration of Contract

Principal in Charge	\$325
Sr. Project Manager	\$283
Project Manager	\$254
Sr. Project Engineer	\$236
Project Engineer	\$212
Associate Engineer	\$189
Assistant Engineer	\$154
AutoCAD Draftsman	\$154
Engineering Assistant	\$142
Senior Technician	\$135
Technician	\$118
Administrator/Clerical	\$94
Prev Wage Material Tester	\$234
Prev Wage Laborer	\$204
Expert Witness Forensic	\$473
Court Appearance/Depo	\$591

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC WORKS
AS-NEEDED SEWER MAINTANANCE ENGINEERING DESING, PROJECT
MANAGEMENT, INSPECTION, AND OTHER SUPPORT SERVICES
PROPOSED HOURLY RATES**

LABOR CLASSIFICATION	HOURLY RATE
Office Work	
Principal in Charge	\$250
Project Manager	\$220
Project Surveyor / Engineer (PLS/PE)	\$170
Associate Engineer	\$145
Right-of-Way Engineer (SR/WA) / Engineer	\$150
Survey Technician / GIS Analyst / Researcher (LSIT/EIT)	\$135
Junior Surveyor / Engineer	\$125
CADD Technician	\$110
Surveying / Engineering Intern	\$90
Office Support / Clerical	\$80
Field Work	
1-person survey crew	\$190
2-person survey crew	\$285
3-person survey crew	\$385
Apprentice	\$110

NOTES:

1. Fees are valid for the duration of the Contract.
2. A Cost of Living Adjustment will not be granted.
3. Mileage is not reimbursable, unless pre-approved in writing by the County.
4. Travel expense will not be compensated.
5. Public Works will not pay a mark-up on the reproduction on any reports generated from the services listed in the RFP.



County of Los Angeles Rate Schedule

Rates Valid Duration of the Contract

Labor Classification	Hourly Rate
Principal	\$275
Senior Engineer V	\$255
Senior Engineer IV	\$240
Senior Engineer III	\$225
Senior Engineer II	\$210
Senior Engineer I	\$200
Associate Planner/Engineer III	\$185
Associate Planner/Engineer II	\$175
Associate Planner/Engineer I	\$165
Staff Planner/Engineer III	\$155
Staff Planner/Engineer II	\$145
Staff Planner/Engineer I	\$130
Assistant Engineer	\$120
Engineering Intern	\$110
Construction Inspector (prevailing wage)	\$135
Construction Inspector (non-prevailing wage)	\$120
Senior Technician/ CAD Designer	\$115
Technician/ CAD Operator	\$100
Administration / Clerical	\$90